	REQUEST FOR QUOTATION		ARIZONA EXPOSITION AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115
	BID No. UM08-007 Title: Landfill/Garbage Dump Site (Access & Fees) Bid Due Date: Wednesday, August 3, 2008 <u>3 p.m. MST</u>		
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VENDOR NOTICE

THIS IS NOT A PURCHASE ORDER

Read terms and conditions before preparing your quotation. Vendor should quote his best net price, FOB destination, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated. Return your quotation promptly to the Purchasing Office at the above address, referencing the RFQ number on your sealed return envelope.

In accordance with the A.R.S. §41-2535, competitive bids for the materials, services, or construction specified will be received by the Arizona Exposition and State Fair Purchasing Office at the specified location until the time and date cited above. Bids received by the correct time and date will be opened and the amount bid will be publicly read.


Bids must be in the actual possession of the Arizona Exposition and State Fair Purchasing Office on or prior to the exact time and date indicated above. Late bids will not be considered under any circumstances, except as provided in the Arizona Procurement Code.

Bids must be submitted in a sealed envelope with the Request for Quotation number and the Bidder's name and address clearly indicated on the envelope. All bids must be completed in ink or typewritten using the provided format.

PURPOSE

Pursuant to the provisions of the Arizona Procurement code, A.R.S. §41-2501 et seq, The Arizona Exposition and State Fair herein referred to as the agency intends to establish a term contractor for access to a landfill/garbage dump site after normal business hours in accordance with the requirements of this Request for Quotation.

1. This solicitation as a Request for Quotation is being offered as allowed by R2-17-D302.B. Only a small business, as defined in R2-7-101, shall be awarded a contract unless any of the following apply:
 1. The purchase has been unsuccessfully competed under R2-7-D303, including failure to obtain fair and reasonable prices; or
 2. The agency chief procurement officer has made a written determination that restricting the procurement to small business is not practical under the circumstances.
2. A Small Business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full time employees or which has a gross receipts of less than \$4 million in its last fiscal year.
3. This shall not limit competition for individuals or non-small entities who wish to apply.

	OFFER AND ACCEPTANCE		ARIZONA EXPOSITON AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115
	BID No. UM08-007 Title : Landfill/Garbage Dump Site		
VENDOR NOTICE			

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No:

For clarification of this offer, contact:

Name: _____

Federal Employer Identification No:

Phone: _____

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

CERTIFICATION

By signature in the offer section above, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practices.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or ARS §41-1461 through 1465.
3. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. **The bidder certifies that the above referenced organization ___is/___ is not a small business with less than 100 employees or has gross revenues of \$4 million or less.**

ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This contract shall henceforth be referred to as Contract No. _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona

Awarded this _____ day of _____ 20____

Procurement Officer – Arizona State Fair

	SPECIAL INSTRUCTIONS		ARIZONA EXPOSITON AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115	
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“Uniform Terms and Conditions” and “Uniform Instructions to Offeror’s” are incorporated by reference. See Enterprise Procurement (EPS) website at www.azspo.az.gov. “Procurement Documents”, Version 7.0 and Version 7.1, dated 5-1-03.

Confidential Information

If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (Price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in §41-2611 through §41-2616.

Contract Award


The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and subfactors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The offeror's initial proposal should contain the offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchanges with offerors after receipt of a proposal does not constitute a rejection of counteroffer by the State.

Federal Immigration and Nationality Act

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

Questions

Questions relating to this solicitation shall be directed to the attention of Procurement Officer, Jack Bell, Arizona State Fair, telephone (602) 257-7115. Offerors are encouraged to fax or e-mail questions, no less than seven days prior to the solicitation due date and time, to (602) 271-7115 or jack.bell@azstatefair.com

	SPECIAL TERMS AND CONDITIONS	ARIZONA EXPOSITON AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115	
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Authority to Contract

This contract activity is issued under the authority of the State Procurement Administrator. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based upon this contract may be made without express written approval of the State Procurement Administrator in the form of an official amendment. Any attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

Billing

All billing notices shall include delivery time, and the contractual payment terms. Items are to be identified by the name, model number, contract number, line item number, and serial number if applicable. Any contract release order issued by the requesting agency shall refer to the contract number and line item number(s).

Contract Cancellation (10 day)

The state reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any material obligation, term or condition of the contract. The state shall issue written notice to the contractor for acting or failing to act as in any of the following:

The contractor provides material that does not meet the specifications of the contract;

The contractor fails to adequately perform the services set forth in the specifications of the contract;

The contractor fails to complete the work required or furnish the materials require with in the time stipulated by the contract;

The contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.


1. Cancel any contract;
2. Reserve all rights or claims to damage for breach of any covenant of the contract;
3. Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material no-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor;
4. In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by;
 - A. Deduction from an unpaid balance;
 - B. Collection against the bid and/or performance bond; or
 - C. Any combination of the above or any other remedies as provided by law.

Contract Termination (Convenience)

Any contract entered into as a result of this solicitation is for the convenience of the State and as such, may be terminated without default by the State by providing a written thirty (30) day notice of termination.

Current Products

All products offered in response to this solicitation shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

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Contract Type (Term)

Fixed price term indefinite quantity.

Delivery (if applicable)

Delivery shall be FOB destination – 1826 West McDowell Road; Phoenix, Arizona 85007; as scheduled upon receipt of a contract release order/purchase order.

Eligible Agencies (Listed)

Any contract resulting from this solicitation shall be for the exclusive use of the Arizona Exposition & State Fair.

Quantities (Considerable and Indefinite)

The quantities of supplies and services available under the contract are considerable but indefinite.

Insurance

The state requires a complete and valid certificate of insurance prior to the commencement of any service or activity specified in this solicitation duration. The insurance company must be currently licensed to transact business in the State of Arizona and rate by Best as an A VII or better. The state will notify the successful contractor of the intent to issue a contract award. The successful contractor must at that time submit an original copy of the attached certificate of insurance, for coverage's in the minimum amounts stated. The coverage's shall be maintained in full force and effect by the contractor during the term of the contract and shall not serve to limit any liabilities or any other contractor obligations.

Pricing

Pricing stated shall be F.O.B. Destination. All pricing shall be firm, and include all freight, insurance, warranty costs, and any other applicable costs.

Invoicing

Separate invoices are required for each shipment of product/service call.

Each separate invoice shall include at a minimum:

- Description and listing of products and quantities
- Date the items were shipped to ASF
- ASF Contract Number & Purchase Order Number
- Price per unit and total per unit
- Applicable Taxes
- Total of invoice

Price Adjustment (After One Year)

The Arizona Exposition and State Fair Purchasing Office may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of contract extension and shall be a factor in the extension review process. The Purchasing Office shall determine whether the requested price increase or an alternate option is in the best interest of the State.

Product Authorized For Sale

Only products authorized for sale in the United States will be considered acceptable.

Safety Standards


All items supplied on this contract must comply with the current applicable occupational safety and health standards of the State of Arizona Industrial Commission, The National Electric Code, and The National Fire Protection Association Standards.

Term of Contract (1 Year from Award)

The term of any resultant contract shall commence on the date of the award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.

Contract Extension

This contract may be extended by written amendment for a maximum of forty-eight (48) months. Total aggregate value of the contract shall not exceed fifty thousand (\$50,000) dollars.

	<p>Special Terms and Conditions Supplemental Information Insurance Requirement</p>	<p>ARIZONA EXPOSITION AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115</p>
	<p>BID No. UM08-007 Title: Landfill/Garbage Dump Site</p>	<p>Page 6 of 10</p>

INDEMNIFICATION:

Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

INSURANCE REQUIREMENTS:

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

- A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage at least as broad and with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.


- General Aggregate \$1,000,000
- Products – Completed Operations Aggregate \$ 500,000
- Personal and Advertising Injury \$ 500,000
- Fire Legal Liability \$ 25,000
- Blanket Contractual Liability – Written and Oral \$ 500,000
- Each Occurrence \$ 500,000

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***

	Special Terms and Conditions Supplemental Information Insurance Requirement	ARIZONA EXPOSITON AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115
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3. **Worker's Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$ 100,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona – Arizona Exposition and State Fair, Attn: Purchasing 1826 W McDowell Road; Phoenix, AZ 85007)** and shall be sent by certified mail, return receipt requested.

D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona – Arizona Exposition and State Fair, Attn: Purchasing 1826 W McDowell Road; Phoenix, AZ 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

G. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.

	Scope of Work / Specifications	ARIZONA EXPOSITION AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 257-7115
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Scope of Work


The intent of this solicitation is to allow the Arizona Exposition and State Fair to enter into a contract for the procurement of the following service, as specified in General Specifications/Requirements, at a fixed price for a twelve month period.

Task

Vendor is requested to provide access and pricing of waste/garbage - landfill fees for an “after-hours” and weekends landfill/dump or transfer site. Period of need is October 9 – November 3, 2008.

Specifications/Requirements

1. This Solicitation No. UM08-007 will be the only formal contract that will be issued. The Arizona Exposition and State Fair will not enter into or sign any other form of contract or agreement(s) from the vendor of award.
2. Vendor shall provide a landfill collection point (dump site or transfer station) for disposal of waste/garbage after normal business hours.
 - a. “After-hours” are defined as between the hours of 5:00 p.m. and 8:00 a.m., Monday through Friday. To include access on Saturdays and Sundays as needed – twenty-four hours a day; when municipal/county facilities are closed.
 - b. Use and or need will primarily be Saturdays and Sundays.
 - c. Deliveries are in full garbage trucks and or roll-off containers. Estimated total waste is approximately 200 tons.
 - d. Landfill site must be within 45 miles of the state fairgrounds – 1826 West McDowell Road; Phoenix, Arizona 85007.
 - e. Dumped refuse will be “acceptable waste” generated during the fair. Defined as waste that is permitted under the governing permits and applicable laws.


	Price Sheet	ARIZONA EXPOSITION AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 257-7115
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For the goods and /or services specified herein, the following apply:

- Prompt Payment Discount: If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by ____ % . This discount shall be applied to all Agency purchase transactions, excluding those initialized utilizing a credit or “Purchasing” card.
- Notice: The State will assume that the price(s) offered do not include any applicable transaction privilege (sales) taxes. If the products and/or services specified require transaction privilege (sales) taxes, they are to be described and itemized separately on the Offer.
- Sales Tax Percent: ____%. (See Uniform Instructions to Offerors)
- Pricing stated shall be F.O.B. Destination. All pricing shall be firm, and include all freight, insurance, warranty costs, and any other applicable costs (to include delivery, set up and removals unless specified). Destination: Arizona State Fair – Receiving Department, 1826 W. McDowell Road; Phoenix, Arizona 85007.

Item	Description	Pricing
1	<p>Pricing for herein specified services – landfill/transfer station.</p> <p>Offer must identify any and all fees beyond the per ton rate.</p> <p style="text-align: center;">Other Related Disposal Fees – Environmental disposal fees, fuel surcharges, administrative, etc.</p>	<p>\$ _____ per ton.</p>

	Contractor Personnel Resume(s)	ARIZONA EXPOSITON AND STATE FAIR PURCHASING OFFICE 1826 W. McDowell Road Phoenix, AZ 85007 (602) 252-6771 Ext. 115
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Key Personnel Questionnaire

Contractor must supply a questionnaire for each staff member described by the contract for service and or emergency notification – requests. (Reproduce this form as needed to document additional personnel/each position). Point of Contact person.

Name: _____

Title: _____

Business No. _____ (Weekdays)

Emergency No.: _____ (After Hours/Weekends)

Other: _____